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FORMAL COMPLAINT

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, Illinois 62701

For Commission Use Only:

Case: 06-0684

Regarding a complaint by (Person making the complaint): Julie Brady
Against (Utility name): AT & T
As to (Reason for complaint) ① Request for refund of hook-up charge;
② Pro-rata billing of the monthly charge; ③ Verification
from the company that my credit rating has not been affected;
④ Verification from company that charges have been recalled
in St. Charles, Illinois. from Southwest Credit Systems, L.P.

TO THE ILLINOIS COMMERCE COMMISSION, SPRINGFIELD, ILLINOIS:

My mailing address is 4N 752 Wave Woods Drive, St Charles, IL 60175

The service address that I am complaining about is 220 N Meridian Street, Indianapolis, IN

My home telephone is (630) 587-0381 46204

Between 8:30 A.M. and 5:00 P.M. weekdays, I can be reached at [] Same

(Full name of utility company) AT & T (respondent) is a public utility and is subject
to the provisions of the Illinois Public Utilities Act.

In the space below, list the specific section of the law, Commission rule(s), or utility tariffs that you think is involved with your complaint.

Part 0735

Have you contacted the Consumer Services Division of the Illinois Commerce Commission about your complaint?

☒ Yes ☐ No

Has your complaint filed with that office been closed?

☒ Yes ☐ No

Please state your complaint briefly. Number each of the paragraphs. Please include time period and dollar amounts involved with your complaint. Use an extra sheet of paper if needed.

See attached

Please clearly state what you want the Commission to do in this case:

Proceed with Formal Hearing; Reason for complaint See Front -

Date: 10/16/06
(Month, day, year)

Complainant's Signature Julie Brady

If an attorney will represent you, please give the attorney's name, address, and telephone number.

NONE

You need to file the original with the Commission. Also, provide one copy for each utility complained about (referred to as respondents).

VERIFICATION

A notary public must witness the completion of this part of the form.

I, JUDITH A. EVERHART, first being duly sworn, say that I have read the above petition and know what it says.
The contents of this petition are true to the best of my knowledge.

(Signature) Julie Brady

Subscribed and sworn/affirmed to before me on (month, day, year) Oct. 17, 2006

Judith A. Everhart
Notary Public, Illinois



NOTE: Failure to answer all of the questions on this form may result in this form being returned without processing. If you have questions, please call the counselor in the Consumer Services Division that handled your informal complaint.

October 5, 2006

The facts of my complaint are as follows:

1. I called AT&T on June 5, 2006 because of their advertising campaign, "Let us help you move." The AT&T representative tried to sell me all three of AT&T's services at that time; phone, DSL and Dish. The representative explained that I would get a price break if I signed up for all three. In fact, I was going to sign up for all three at that time. The representative had me signed up for phone, and I took two lines. My husband was going to have an office at our new address and the representative told me I could get a second line hooked up for \$4.95 a month in his office. I wasn't sure if we needed a second line, but I told them we would take it. The representative then signed me up for DSL. We had DSL in the past and I was comfortable with that service. I already had the DSL computer equipment. Finally, the representative had me hooked up for the dish network. Toward the end of the phone conversation, my husband walked in and I told him about the three services while the representative was on the phone. My husband stated he did not want to have the dish service. I relayed that to the representative in my husband's presence. I then signed up for two services, phone, and DSL under their price break plan on that date.
2. I was in no way advised when I signed with AT&T on June 5, 2006 that DSL was not available at the new address. The representative had our new address at that time and could have looked up the service availability at that time but failed to do so. In fact, we were billed for DSL at our new address, even though we were not given the service. That charge was later credited.
3. We moved to our new address on June 19, 2006. AT&T had hooked up our phone service. I started setting up our computer on June 21, 2006 and called AT&T to walk me through the DSL hook up. At that time, the representative looked up my account, acknowledged we had DSL service, and proceeded. She again asked for our new address. When she looked up our new address, she apologized and stated that DSL was not available at our new address. Again, my husband is a witness to this because he was home at the time and needed to get on the internet for work. I immediately called Comcast. They stated that they could provide us with the internet service we needed. Furthermore, since we already had cable with them, they could give us their three service plan at a considerable cost break. They told me they would switch my account with AT&T. I assumed at the time that they would be closing my entire account.
4. AT&T received the call from Comcast on June 26, 2006. On June 29, 2006 Comcast was in charge of our phone.
5. In about three weeks I received a bill from AT&T for approximately \$185.00. I called AT&T immediately to dispute the bill. The first thing that stood out was that I was

being charged for DSL. The representative agreed that I did not get the DSL coverage and assured me that I would be credited. She told me to pay the full bill and AT&T would send me a refund when they figured out what I actually owed. I asked to talk to another representative because I could not believe what I was hearing. Another representative got on the phone and went through the bill with me. He stated at that time that there was a second phone line. I had forgotten about the second phone line due to the fact that we never used it. I told him I thought the whole account had been closed. He acknowledged that the second phone line was only approximately \$4.95 a month and that I would be billed for that and the fee for the days of phone service that I actually had. He cancelled the second line at that time. I felt that was a fair resolution. We were cordial and I told him I would wait for the final bill and pay it then.

6. The next time I received a bill from AT&T; it was from their collection division and stated that I owed them \$136.00. They were charging me \$62.22 for hook-up, \$51.95 for a month of service and \$9.22 plus \$10.60 for nominal fees. I called this department to dispute these charges. I stated that I should be credited for the hook-up fee, due to the fact that I was informed after the hook-up that I would not be able to get the DSL service. I stated that I should not be charged for a full month of service, only for the days that I actually used their phone service. I was told that AT&T had no power to credit the hook up charge because federal regulations required them to charge me. They were not able to explain why I was being charged for a full month of service.

7. I asked to speak to an AT&T public relations person and was told I couldn't. I asked to speak to the AT&T legal department and was told I couldn't. Obviously, I had exhausted all my avenues at AT&T.

8. I then filed a complaint with the Illinois Commerce Commission and the Illinois Attorney General's Office. I also called the FCC. I asked them if it could be possible that there was a federal regulation requiring AT&T to treat their customers unfairly. The FCC attorney stated that while there is a regulation capping what AT&T can charge, there wouldn't be one that requires them to charge. In other words, AT&T is allowed to use their discretion in charging so they have the power to treat their customers in a fair manner.

9. After I had filed the above complaints, I received a bill from the Southwest Credit Systems, L.P., dated September 13, 2006, asking for payment in the amount of \$136.34 and listing AT&T Midwest as the creditor.